



A. HERBERT, Esquire, has this day been appointed Commissioner of Private Ways and Water Rights, for the District of Kooloa, Oahu.

F. W. HERRICK, Esquire, has this day been appointed Commissioner of Private Ways and Water Rights, for the District of Kooloa, Oahu.

In accordance with Sec. 14 of an Act entitled "An act to amend chapter 10 of the Civil Code, and to regulate the Bureau of Public Instruction," approved January 20th, A. D. 1870, M. R. H. D. V. has appointed Robert Agnew for the 3rd School District (Kooloa) of the Island of Oahu.

By order of the Board of Education, W. J. S. S. Sec'y, Honolulu, Jan. 23rd, 1871.

Are we ready?

The suggestions made at the meeting on the subject of a hotel building, noticed in our issue of last week, have, we understand, been reduced to writing, and the paper is ready for presentation to the public for the signatures of all who will forward the enterprise.

The first step towards the procuring of a hotel is, of course, a pledge from the public that the whole of the money required shall be forthcoming, so that, on that score, no hindrance or deficiency shall occur from the purchasing of the ground to the delivery of the key to the lessee of the building.

The subscribers are to receive negotiable government bonds, payable in five years, the rent of the building to be taken in form of interest, and at the maturity of the bonds, the holder may elect to take a share of the building, or be paid in cash.

By this agreement, it will be observed that the subscribers advance their funds on the public faith, and secure a suitable structure that will be an ornament to the town, and a new auxiliary to the business of the place, with a certainty that the principal will be repaid, and a reasonable prospect that the interest will equal if not exceed the current rates.

One half of the money required has already been pledged, and we believe that the balance will be speedily obtained, especially as it will be called in by installments, as the work progresses, thus making the payments convenient to the subscribers. We hope, for the credit of our town, that our citizens will take up the very favorable proposition now put before them, and act upon it promptly; that they will display a little of that enterprise and spirit which, in other communities, is elicited whenever such auxiliaries to progress are under way as railways, steam lines, hotels, and public buildings.

By such a spirit, towns extend their facilities, and make business that otherwise would never come to them, and they outstrip in growth and wealth other towns that drag along in the indolent, lethargic-care-of-themselves way. If our traders do not take some means to bring strangers to our town, and detain them here, they may expect to see their customer fall off, or, at the least, may never hope to see their business increase.

We consider it to be profitable to every person doing business in these Islands, to expedite this hotel matter, inasmuch as directly or indirectly, every one will receive some share of the benefit. This is freely admitted by all who have given it consideration, and we therefore urge all, now that a feasible plan is laid before them by which a suitable building may be secured, to take it up at once and earnestly, so that the work may be commenced immediately.

The Ramic Plant.

From a gentleman here, who has interested himself in the cultivation of the Ramic plant, we have received an elaborate account of the mode of its cultivation, besides valuable suggestions as to the soil and climate requisite for its profitable production. We believe that it can be grown with profit in almost any part of these Islands, although we would not advise any one to go into the business of raising it without first taking the precaution to have the proper facilities at hand to separate the fibre from the stalk.

We regret that some of our native farmers have undertaken to produce it without taking this precaution, and, as the plant is of no value unless the fibre is properly separated from it soon after it is cut from the field, they will find their labor thrown away, and their dreams of large returns dispelled.

The real cost of cultivating the Ramic plant is probably less than that of any other really profitable crop which can be produced; the principal labor being for a few months, or perhaps weeks, after the first planting—the ground, of course, being prepared in the first place by plowing, more or less deep. The mode of planting is as follows: After the ground is prepared, root cuttings are used in planting, which should be placed in rows four feet apart, the plants being set along the rows at a distance of some three feet from each other. When well rooted, the old stems should be cut off close to the ground, to force new shoots to grow from the roots. In five or six weeks after this cutting of the old stems, the field will be covered with fine green bushes of Ramic. It should be remembered that until the plants are well under way, the field must

be kept clear of grass and weeds. This, however, is not necessary for a long time, as, in a few months, the plant itself so completely takes possession of the ground as to entirely banish all other plants. It takes possession, we imagine, very much as the indigo and oil, which grows in such profusion in some localities on these Islands. The only cultivation it requires after it has been once thoroughly started, is plowing occasionally between the rows, in order that it shall not spread itself too much. The plant, when at maturity, reaches the height of six or eight feet. It is, where grown in the Southern States, generally cut with a mowing machine, care being taken to cut it as near as possible to the ground. If, from any cause, the planter is not able to take off his crop for a few weeks after it is matured, it has been found that no material injury to the quality of the fibre results.

A simple machine is used for separating the fibre from the stalk, making what may be termed crude, unprepared fibre, which is worth in Europe from twenty-five to thirty-five cents per pound. The cost of the above machine, in New Orleans, is about \$350, and we believe a number of them are to be imported into California. It is said that an acre of ground, well under cultivation, will produce at each crop from 900 to 1200 pounds of this crude fibre, and as at least two crops can be taken off the same land each year, the produce of an acre in that time would be from 1800 to 2400 pounds.

If the yield per annum reaches the above amount, the profits of the cultivation of the plant must be enormous, as it is stated that one man can cultivate at least thirty acres after it has become thoroughly rooted. It will be remembered that the plant will grow for years without re-planting. We would advise those, however, who contemplate the cultivation of the Ramic, not to figure their profits on the above basis, as it not unfrequently occurs that people are a little enthusiastic on such matters, and are apt to anticipate returns from new enterprises which the result far from realizes. It is probable that in many localities on these Islands, profitable crops can be raised, and as but little capital is required to start its cultivation, it might be made an important production of the country. It is as well to say, here, that a sandy, loamy soil is considered best adapted to the cultivation of the Ramic; an abundance of rain being beneficial, though not considered absolutely necessary to insure good crops. We understand that a firm of enterprising young men, contemplate starting its cultivation as soon as arrangements can be made, on an eligible piece of land in the District of Hilo, Hawaii.

The arrival of the French man-of-war Hamelin at this port has given rise to the correspondence published below, which will be of interest to our readers, and satisfactory to all concerned.

DEPARTMENT OF FOREIGN AFFAIRS, HONOLULU, January 17, 1871.

The Hamelin is the first cruiser of either belligerent which has visited in the Hawaiian waters since the commencement of the present war between France and the North German Confederation.

His Majesty's Government has not proclaimed hitherto any rules which shall guide them in affording asylum and hospitality to the cruisers of either belligerent, chiefly because the remoteness of this country from the countries at war, and the easiness of the Ocean in which we are situated (making long passages necessary at all times), seems to give reasons for not being bound by any invariable rule, even when recruits and rest only are sought and repairs not necessary.

You, Mr. Commissioner, are therefore to understand that the visit of the Hamelin is most welcome, whilst the cordiality with which our citizens welcome Captain Pothier (who has spent some time with us formerly) is evidence of their friendly feelings towards himself. It is not the intention of His Majesty's Government, as at present advised, to ask Captain Pothier to limit his stay, but justice towards the belligerents, and our own self-interest, demand that a proper precaution should be taken that this country be not made a base of warlike operations, and that our duty as neutrals should be properly performed.

The undersigned therefore thinks it right that, in view of the extended hospitality which His Majesty's Government is willing to accord the French cruiser, Captain Pothier should be permitted to give his parole d'honneur that he will not make this place a point d'appui for the attack on any vessel, and that he will not follow a merchant vessel belonging to his enemies within forty-eight hours after such vessel may have left our waters.

Of course the undersigned is fully aware that in the Atlantic twenty-four hours has been the usual rule, but a very limited time for the arrival and departure of cruisers has likewise been strictly insisted on. And it appears to the undersigned, in view of our situation, and all the circumstances, and the advantages which accrue to all nations, by making this a point of resort as nearly as possible secure, in his judgment not unreasonable that forty-eight hours should be required, more especially where we stand in a steamship and the other vessel under sail.

A like course would be pursued towards a North German cruiser, should one seek the hospitality of our harbors.

With the highest respect and most distinguished consideration,

I have the honor to be, Sir, Your most obedient servant, G. H. HARRIS, Minister of Foreign Affairs.

MOSE TAYLOR, Consul and Commissioner of France.

AM. CONSUL OF FRANCE, HONOLULU, January 18, 1871.

MR. MERRICK.—I have the honor to acknowledge the receipt of your dispatch of the 17th of January, relative to the stay of the Hamelin, and to enclose to you the reply of Captain Pothier, that you may take copy of the same. It is very satisfactory as respects your demand, since it contains an acceptance of all your propositions. I am happy, Mr. Minister, to have the opportunity to receive from you this new proof of friendship, and beg you to accept

my assurance of high consideration and personal cordiality.

THOS. BALLET, Consul and Commissioner of France.

AVISO STEAMER HAMELIN, HONOLULU, 18th Jan. 1871.

MONSIEUR LE CONSUL, AND COMMISSAIRE.—I have the honor to inform you that I have taken notice and copy of the dispatch addressed to you by His Excellency the Minister of Foreign Affairs for the Sandwich Islands. I have no objection to make to the restrictions established by the Minister for the stay of the Hamelin in the port of Honolulu, or other parts of the Sandwich Islands, and I accept it. Will you be kind enough to communicate to Mr. Harris my thanks for the gracious reception, both official and extra official, which has been given to the Aviso Steamer Hamelin and her Commander.

Please to accept, Mr. Consul, the expression of my most distinguished consideration, F. W. HERRICK, Capitaine de Frigate, Commanding the Aviso Steamer Hamelin.

Two Months on a Sand Spit.

We take from the diary of one of the officers of the Saginaw the following account of a residence of over two months on Ocean Island. Our readers, by it will be enabled to form a faint idea of the discomfort, not to say dangers and suffering undergone by the officers and crew of that unfortunate vessel during their long stay there.

The Saginaw left Midway Island on Friday October 28th, bound to San Francisco, having on board besides the officers and crew the working party who had been employed on the island. It was thought advisable to pass Ocean Island, situated about sixty miles to the westward of Midway, in order to ascertain if any vessels had been wrecked there, and if so to rescue their crews. At three o'clock on the morning of the 29th, breakers ahead of the vessel were discovered by the look-out, the engines were immediately reversed, but owing to the small amount of steam it was impossible to stop her headway before she struck the reef. Our informant says—The vessel continued to strike heavily and was heeled over by the heavy rollers, every one almost sweeping over her. Work was immediately commenced in getting bread and other provisions out of the store rooms of the vessel, which was continued until daylight. After daylight, by careful handling, succeeded in getting the rig, second cutter and dingy over the reef, not however without having slightly damaged the cutter and dingy. We were able to see at daylight that the vessel had struck on a point about half a mile distant from the sand spit.

As soon as possible the boats were loaded with provisions and despatched to the shore. The work of saving provisions was continued all day. Much of the bread saved was completely soaked by salt water, as well as by the rain, several squalls having occurred during the day. In the afternoon all hands went on shore, where the first measure was water of the many destined to be taken before relief should arrive.

On Sunday, Nov. 30th, the Captain, taking the boats, repaired to the wreck and succeeded in saving more provisions and several sails, which proved valuable for making tents. The people on shore were in the meantime employed in drying bread.

On Monday, the boats were again off to the reef, though little could be done on account of the heavy surf.

On Tuesday, the boats were off endeavoring to get drift wood from the wreck. Fortunately the boiler of a small engine was secured, which was immediately utilized for distilling water. Great joy was manifested by all hands at this good fortune, as, since the wreck the allowance of water per man had been one half a tea cup full twice a day. It is as well to say here, that afterwards in digging a hole for a flag staff fresh water was found in sufficient abundance to supply the ship's company without the necessity of distilling.

Seal and turtle had been found, the former in considerable numbers on the island, and the bill of fare for the two meals a day was generally Seal meat and Turtle, with bread and sometimes a little salt beef. In fact every resource was carefully husbanded from the first, as it was evident to all that many weeks and perhaps months might elapse before relief would come. Great care was taken in killing the seal necessary for use, not to frighten others away, although for some time before the party left the island, very few seals were found. In consequence of the withdrawal of the seals and the scarcity of turtle during the latter part of the stay of the crew of the Saginaw at Ocean Island, they were obliged to content themselves with short rations of blubber, or "goosey," as they are called. It came at last, after living upon the island for a month, that this tough, lean and unsavory bird became a delicacy upon which no one was allowed to indulge too freely and the greatest care was taken, as in the case of the seals, that the birds should not be frightened away by too unnecessary or indiscriminate slaughter. A little "goosey" meat with an ounce of flour (the bread having been exhausted) or beans was the daily allowance of food to all; no one having the preference, but all alike, with the most heroic fortitude, without complaint taking their quota of sustenance, hoping all the time that Providence would in its gracious disposition send some passing vessel to their relief.

On the 18th of November, the unfortunate Taboot, with his boat's crew, left the gig for these Islands—the gig having been fitted for the expedition by raising her about six inches and decking her over—amidst the cheers of those left behind, and a most devout prayer for every one for a speedy and safe voyage. We have already seen how low out of fire that heroic crew, after a month of storm and famine, found a watery grave amidst billows of sailing and how one, triumphing over famine and shipwreck, an inmate of himself, and only intent upon saving the ninety odd shipmates who had left on the desolate island a month before, boldly secured the letters making known the shipwreck, and exhausted as he was, reached the shore, got them in a safer place so that any one seeing the wrecked boat, and perhaps his lifeless body and those of his comrades, might know for what they had sacrificed themselves forward the dispatches, and thus secure the speedy relief of the survivors on that distant and barren isle.

After the gig left the island, work was immediately commenced on a boat of much larger size than the cutter or gig, in which, when completed, it was the intention to send a crew to Midway Island for such supplies as were to be found there, and, if necessary, to dispatch another expedition to these Islands. This was to be done in case a time had elapsed during which all hope of the safe arrival of the gig and the return of relief should have ceased. Calculations had been made of the time which would elapse before relief could come, and about the first of January was fixed for the arrival of a vessel from Honolulu. No one can describe the anxiety—the hope—disappointment—of all on the island for the last few days

of suspense. Fruitless watch had been kept for the passing China steamer; the line had been given by her for passing in the vicinity, and by her was left for another month, save from her. Half famished and weak from long fasting and watching, looking out from all sides upon the relentless ocean, with only a frail boat in which but a few, at most, could attempt to battle its waves, most have been the feeling of mind and joy and fear with which they beheld the first sight of smoke from the funnels of the Klipsch. Their practical eyes knew it was from a steamer. But was that steamer sent to their succor, or was it a passing vessel whose track was so far from the island that those on board would be unable to see their signals? These fears were soon dispelled, when the steamer neared the island and dipped her flag to the signal on shore. They knew then that their captivity was at an end, and it is no wonder that many of those on the island who had before traversed the dangers of battles and storms, embraced each other and shed tears of joy.

MR. EDITOR: The article which follows was written before the Saturday number of the Commercial Advertiser was published, but in this last named paper there appears a sentiment so applicable to the matter in question that I can not resist the temptation to use it as a preface to my expose. It is this: "The very fact that a journal of leading influence sometimes crosses private interest, and exposes schemes of corruption with fearless independence, constitutes its highest value."

There appears in the issue of the Commercial Advertiser of January 15th an article entitled "A Constitutional Question," which is an eruditely written to elicit public sympathy for one side of a controversy now under consideration of the Judges of the Supreme Court, that I have thought it expedient to present the real facts to the community in order that an unbiased judgment may be formed.

The article appears to have been written by somebody well acquainted with the case, but I can not believe that the person responsible for its appearance, namely, the Editor, is aware of the grave offense he has committed by its publication against the laws of decency and public morality. If, for any sinister motive, it were written by a member of the Bar—and it certainly has a lawyer-like twang about it—I feel persuaded, from my knowledge of the gentlemen who are to deliver judgment, that the attempt to influence them by a flagrant abuse of journalism is as ineffectual as it is despicable.

The facts are these: Several years since the proprietor of a public house in town rented to the late Wm. Wood, who continued in possession till the day of his death, in June, 1869. In winding up the estate, the executors found several settlements of account between the parties, in which the rent had been paid partly by small cash payments, and partly by sundry deliveries of the wares of the house, to the proprietor himself, and to others on his order; and when, at the end of the quarter, the amount of the bill had been larger than the rent, a note of hand had been given for the balance, and taken into account at the next settlement. Thus matters went on for some time; but for more than a year before Mr. Wood's death there appears to have been no settlement of accounts between the two, and the executors found on the deceased's books, against the proprietor, a debt of four hundred dollars and upwards for cash, and as usual, goods furnished to the proprietor and others on his order. In due time he presented to the executors a bill for seven hundred and seventeen dollars and seventeen cents, alleged to be due for rent, and demanded payment in full, irrespective of, and annulling the amount due by him to the deceased. This demand the executors resisted; they offered, in view of existing laws, to exchange receipts in full, being willing to sacrifice the balance due by the proprietor of the house to the estate; but this would not suit his purpose—he must have the whole amount of his bill, and the entire set-off of \$1400 against him be abandoned, although not a single item of the account was questioned; and it was to carry this purpose, that he invoked the aid of the law, and brought suit against the executors, or rather against the orphan children of the deceased, two of whom are still mere infants.

How different is this statement of fact from the version that appears in the columns of your contemporary, the best of it being its exact truth!

The duty of journalists is to keep the public informed on subjects of interest that are occurring amongst them, not to insult the Judges, to suppress truth, or suggest falsehood. The community is composed of other elements than confederates or reformed drunkards and sordidly good Templars; it is not satisfied with the clap-trap of interested lawyers, but when it is to be informed requires the Truth, the whole Truth, and nothing but the Truth. This I have endeavored to lay before your readers, the Advertiser's account being merely one of the means resorted to resist a demand which some may think the law permits them to evade.

THE NEWS.

By the arrival of the Moses Taylor we have dates from San Francisco to the 15th and telegrams from Europe to the 13th inst. The news is of much importance. The war in France is being carried on with great vigor, the Germans having commenced the bombardment of the forts about Paris on or about the 2d inst., in the mean time attacks were made upon the French forces in the North, East and South of France. We give below the latest telegrams:

BONAPARTE, January 12th.—A general battle was fought on the 10th under the walls of Le Mans. The Germans attacked the French Army of the Loire, along the whole line. General Auzanbury, [?] who commanded the right wing of the French, held his position on the right bank of the Sarthe, and General Courbes on the left and centre. They fought desperately for six hours, the French maintained their position. The Prussian losses are estimated at 18,000 killed and wounded. The French losses are unknown, but serious.

[A later dispatch says "make this read, Prussian losses estimated at 18,000, instead of French losses estimated at 18,000," but as Cassey is said to have an army of 200,000, and the attack was said to have been the whole line, the correction seems absurd.—ZON ALTA.]

VERMILLEN, Jan. 12th.—There was fighting near Le Mans on Wednesday. The Germans captured the suburbs of Compergne and Chateau Arce, with some pieces of artillery. The number of prisoners taken, on the day before, has been estimated at 50,000.

REIMS, Jan. 12th.—The mail-telegram says on their way to join the German army in France, and those in readiness to go, number 200,000 men, thus raising the German force to one million.

VERMILLEN, Jan. 12th.—In the East, Von Werder is following up the victory after the battle of Vionville, meeting with an opposition.

LEIPSIG, January 12th.—The Grand Duke of Mecklenburg telegraphs to the Prussian Emperor: "After crossing the Ravelin of Bosen, on Tuesday, we fought on the next day a hot but victorious battle at Lutzen."

ben and La Chapelle, taking nearly 10,000 prisoners. Our loss was inconsiderable. We are advancing on Le Mans."

LONDON, Jan. 13th.—The Army under General Chanzay was completely defeated near Le Mans, by the Second German Army, commanded by Prince Frederick Charles and Grand Duke Mecklenburg.

The Germans occupied Le Mans, capturing large quantities of supplies and war material. The French are being pursued.

LONDON, Jan. 13th 3:30 p. m.—A telegram just received from Versailles, brings the important news that the mines and countermines around Fort Mout Valerien are in such close proximity that a collision is momentarily expected.

LONDON, Jan. 13th 3:30 p. m.—Extraordinary efforts are being made to place the entire British Navy in seaworthy condition. The work upon all the ships now in course of construction or repair in the dock yards has been pressed to completion by the Admiralty.

We note the following telegram from Washington, dated January 12th: Mr. Ramsey, from the Committee on Post Office and Post Roads, reported a bill authorizing the establishment of coast mail steamship service between the United States and Australia. It directs the Postmaster General to contract with William H. Webb, Ben Holladay and associates, for carrying the mails monthly between San Francisco and Australia and New Zealand by a line of steamships, at a compensation not exceeding \$500,000 per annum.

Correspondence.

CHAS. DENNY, HONOLULU, Jan. 16th, 1871. Chief Engineer Honolulu Fire Department.

Sir—I would ask, through you, the acceptance by the Honolulu Fire Department of a Benefit for their Sick Fund to be given on Wednesday, the 25th inst., by the Minister of Foreign Affairs, in my capacity to give a cash benefit, the Department receiving the gross receipts of the house, and being at no expense whatever, and would merely ask the Department to assist in the disposal of tickets. I shall be happy to meet you at any time that may suit your convenience to make further arrangements.

Yours very truly, CHAS. DENNY, Proprietor Royal Hawaiian Theatre.

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THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK.

CASH ASSETS, OVER FORTY-ONE MILLION DOLLARS

This Company Transacts Business entirely on the CASH PLAN!

And its \$41,000,000 include no Premium Notes, Fancy Stock or other imaginary or questionable Security.

J. R. HELEN, Special Agent for the Sandwich Islands.

E. P. ADAMS, Local Agent.

Refers, by Permission, to Messrs. C. E. BERRY & Co., Bankers, Honolulu. A. J. CARPENTIER, Esq., Honolulu.

LEGAL NOTICES.

SUPREME COURT OF THE HAWAIIAN ISLANDS. In the matter of the Estate of Miss Anna (widow of) H. H. HARRIS, deceased. Refers Mr. Justice Williams, in Chambers.

On reading and filing the petition of Miss Anna (widow of) H. H. HARRIS, deceased, for the appointment of a guardian of the person and estate of her late husband, NATHAN HARRIS, of Honolulu, deceased.

It is ordered by the Court, that Thursday, the 30th day of February, A. D. 1871, at 10 o'clock in the forenoon, he and she be and they shall appear before the Court in the Court Room of the Supreme Court of the Hawaiian Islands, at Honolulu, at which time and place all persons interested may appear and show cause, and that the said guardian be given and named, and that notice thereof be given by publication of this order in the Gazette and in Oahu newspapers, for three consecutive weeks previous to said hearing.

Witness my hand and seal, this 16th day of January, A. D. 1871, at 10 o'clock A. M. of said day, at the Court Room of the Supreme